

the very same identical consideration contained in the deeds, the only difference being, that it was not all paid to the grantor himself, but to others, at his request, and that such a payment is in legal contemplation a payment to him, appears to be very well settled. *Cro. Eliz.*, 222, 223. Believing, therefore, that these deeds may be supported as having been made upon valuable considerations, the next question is, were they made *bona fide*? for, as we have seen, the consideration must not only be valuable, but the deed must likewise be *bona fide*. The allegations of the bill to the contrary are all very explicitly denied by the answer, which asserts in positive terms that the property was fairly purchased at full prices and in good faith, and without any secret understanding or conditions with the grantor, except in regard to the property mentioned in the deed to John T. Randall, which, as before mentioned, he was to have the privilege to redeem when his affairs should be arranged. There is, therefore, nothing in the answer to affect the fairness and *bona fide* character of the conveyances, and I cannot see any thing in the proof from which a covinous and fraudulent purpose can be inferred, and especially it seems to me impossible to find in the evidence circumstances so pregnant with the presumption of fraud as to overrule the clear and strong denials of the answers.

The evidence of Messrs. Gatchell and Perine, the only witnesses examined on the part of the complainant, and the papers referred to by them, seems to me to be perfectly compatible with the fairness of the transaction. They tend to show, I think, that it was supposed all round that the security given to the complainant was considered adequate, and the other evidence leads to the conclusion that the sale of the property mentioned in the deeds, was to provide for the payment of the other creditors of the grantor, it being his purpose, as expressed in his letter of July, 1833, to give up all for the benefit of all. It appears that on the 16th of May, 1834, Beale Randall conveyed to the complainant, for his indemnity and security, the interest of the grantor in three commercial firms then doing business in the city of Baltimore, which interest was estimated by Mr.